

SEP 2019

Contract – Short Form, For Directed Work

THIS CONTRACT WAS PREPARED TO FAIRLY ALLOCATE RESPONSIBILITIES, RISKS AND EXPENSES ARISING OUT OF THE PERFORMANCE OF THIS WORK, AND IS MADE AND ENTERED INTO BY AND BETWEEN:

|            |  |             |   |
|------------|--|-------------|---|
| Owner:     | Electron Hydro, LLC                                | Contractor: | JL NY60 Heavy Haul  |
| Address:   | 1800 James Street, Ste 201<br>Bellingham, WA 98225 | Address:    | and Construction LLC -<br>7420 320 St EA Everett WA 98228 |
| Telephone: | (360) 738-9999                                     | Telephone:  | 253.694.1797  |
| Email:     | invoice@electronhydro.com                          | Email:      | <b>Ex. 6 Personal Privacy (PP)</b>                        |

Owner, for full, complete, and faithful performance of this Contract, agrees to pay Contractor for:

| ITEM | DESCRIPTION                        | UNIT PRICE |
|------|------------------------------------|------------|
|      | 470 Excavator                      |            |
|      | 700 Dozer <b>*See Attachment 1</b> |            |
|      | 90 E Haul Truck                    |            |
|      | Volvo Roller                       |            |
|      | 644 Loader                         |            |
|      | <b>Total</b>                       |            |

Owner does not guarantee any minimum quantity, and Owner reserves the right to buy the same items of work from others.

In consideration therefore, Contractor agrees as follows:

To furnish and perform all work as described hereof for the Electron Hydroelectric Facility ("Project") located near Orting, WA, and to be bound by all laws, government regulations, and orders and all terms and conditions of this Contract. Refer to page two of this agreement for Standard Conditions of this Contract.

☐ Retainage will be withheld at N/A %, until N/A days after completion of work, including receipt of required documentation.

Payment will be made within 30 days of receipt of approved invoice with required documentation.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed this agreement, effective the date of the last authorized signature unless otherwise agreed.

OWNER:

By:

Electron Hydro, LLC

603 306 053

WA UBI Number

**Ex. 6 Personal Privacy (PP)**

Federal Tax ID

Date

Nov 21, 2019

CONTRACTOR:

By:

(Authorized Signature)

604-184-243

WA UBI Number

JERRY NC01809

Contractor's Registration Number

590 474-04

L&I Account Number

Date

9-10-19

## Standard Conditions

Contractor agrees as follows:

- A. BEFORE COMMENCING WITH WORK the Contractor shall provide Owner with:
- 1) A Certificate of Insurance, which names Owner as an **additional insured** for this Project stating that the policy is primary and noncontributory with any other insurance maintained by Owner. All policies of insurance shall provide not less than forty-five (45) days advance written notice to Owner of cancellation or material change.
  - 2) Any required submittals.
- B. PAY REQUEST:
- 1) Contractor must provide sufficient detail to substantiate the requested amount.
  - 2) Invoices must be submitted by the 5<sup>th</sup> day of the month for all work completed in the prior month.
  - 3) Payment will be made to Contractor within 30 days of receipt of approved invoice with required documentation.
- C. BEFORE THE FINAL PAYMENT CAN BE RELEASED the Contractor must provide Owner with:
- 1) An Unconditional Release of Lien and Claim in an Owner-approved form.
  - 2) Project documents, O&M manuals, and as-built drawings etc. as may be required. □
- D. INSURANCE. Contractor shall obtain and keep in force during the term of this Contract comprehensive general liability insurance with dollar limits and coverage not less than the types and amounts of coverage noted below:

| Type of Insurance                            | Amount    |                                 |
|--|-----------|---------------------------------|
| Workers compensation                         | Statutory |                                 |
| Employers Liability ( WA stop gap)           | 1,000,000 | Each Accident                   |
|  | 1,000,000 | Disease Policy Limit            |
|  | 1,000,000 | Disease Each Employee           |
| Commercial General Liability                 | 2,000,000 | General Aggregate               |
|  | 2,000,000 | Products & Completed Operations |
|  |           | Aggregate                       |
|  | 1,000,000 | Personal Injury                 |
|  | 1,000,000 | Each Occurrence                 |
| Automobile liability – Combined Single Limit | 1,000,000 | Each Accident                   |

E. INDEMNIFICATION.

- 1) Contractor agrees to defend, indemnify, and hold harmless Owner from any and all claims, demands, losses, and liabilities to or by third parties arising from, resulting from, or connected with services, performed or to be performed under this Contract by Contractor, its agents or employees, even though such claims may prove to be false, groundless or fraudulent, to the fullest extent permitted by law and subject to the limitations provided below.
- 2) Contractor's duty to indemnify Owner shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Owner or its agents or employees. Contractor's duty to indemnify Owner for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) Owner or its agents or employees, and (b) Contractor or its agents or employees shall apply only to the extent of negligence of Contractor or its agents or employees.
- 3) Contractor's duty to indemnify Owner for liabilities or losses other than for bodily injury to persons or damage to property shall apply only to the extent of the fault of Contractor or its agents, employees, subcontractors or suppliers of any tier, except in situations where fault is not a requirement for liability, in which case indemnity will be provided to the extent the liability or loss was caused by Contractor or its agents, employees, subcontractors or suppliers of any tier. Entitlement to recovery of defense costs shall include all fees (of attorneys and others), costs and expenses incurred in good faith. In addition, Owner shall be entitled to recover compensation for all of its in-house expenses (including materials and labor) consumed in its defense.
- 4) Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefits acts, or other employee benefits acts; provided Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against Contractor by Owner, and does not include, or extend to, any claims by Contractor's employees directly against Contractor.

The undersigned hereby certify that this Section E was mutually negotiated.

Owner initial: \_\_\_\_\_

Contractor initial: \_\_\_\_\_

Attachment 1

**Contract – Short Form, For Directed Work**

Contactor: JL Nybo Heavy Haul  
Date of Work: Sep 2019  
Project: Electron Headworks and Fish Pond Phase 1

*Price List*

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**Equipment**

|                   | Monthly rate |
|-------------------|--------------|
| 470 Excavator     | Ex. 4 CBI    |
| 700 Dozer         |              |
| 40 Ton Haul Truck |              |
| Volvo Roller      |              |
| 644 Loader        |              |
| Rock Crusher      |              |

**Labor**

|                            | Hourly Rate |
|----------------------------|-------------|
| Superintendent, Jerry Nybo | Ex. 4 CBI   |
| Laborer, John              |             |
| Laborer, Dennis            |             |
| Laborer, Nate              |             |

**Contractor Markup is 15%**